

Competition Terms

Document Type:

Contract

Version:

v1.0

Classification:

Public

CATAPULT
Digital

UK DIGITAL TWIN CENTRE FEASIBILITY PATHWAY

SEPTEMBER 2026

COMPETITION TERMS

These Competition Terms consist of two parts: (1) Key Details, and (2) the Legal Terms, each as set out below.

Part 1 - Key Details

Programme Description:	The UK Digital Twin Centre Feasibility Pathway is a collaborative R&D project for organisations that have already defined a business challenge and digital twin use case and have appropriate stakeholder alignment. Applicants should normally have completed the UKDTC Opportunity Assessment Pathway (DT01) or be able to provide evidence of equivalent preparatory work. Where this has not been completed, the applicant may be required to complete a readiness assessment before the Feasibility Pathway begins. The project will investigate a novel technical question or uncertainty relating to the feasibility of the proposed digital twin use case. It is not intended to define the initial business problem or deliver a production-ready solution.
Co-Branded Programme:	The UK Digital Twin Centre is funded by Belfast Region City Deal and Innovate UK, a part of UKRI.
Positive Action Justification:	Not Applicable.
Applicant Groups:	Not Applicable.
Programme Objectives:	The objectives of the Feasibility Study Pathway are to: 1. Jointly investigate the technical feasibility of a reasonably novel digital twin use case involving genuine uncertainty. 2. Define the technical research questions, assumptions and success criteria relevant to the use case. 3. Assess the Participant's technology, systems, architecture, data and interoperability readiness. 4. Investigate potential technical approaches, architecture options, standards, risks and dependencies. 5. Validate or reject technical assumptions through structured research, evidence gathering and, where appropriate, limited testing. 6. Produce company-specific findings and strategic technical recommendations to inform the Participant's future research, development or investment decisions.

	7. Generate structured evidence that Digital Catapult can use internally to strengthen UKDTC’s technical-readiness methodology, reference architecture knowledge and feasibility-assessment capability. 8. Produce agreed non-confidential and aggregated findings relating to digital twin architecture, technology readiness, data requirements, interoperability and implementation barriers. 9. Ensure that each Project makes an additional contribution to UKDTC’s technical evidence base beyond that generated by previous projects.											
Programme Judges:	<table><tr><td>Internal Judge(s):</td><td colspan="2">A number of judges from Digital Catapult.</td></tr></table>			Internal Judge(s):	A number of judges from Digital Catapult.							
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Programme Collaboration Partner(s):	Not Applicable											
Programme Funder(s):	<table><tr><td>#</td><td>Organisation</td><td>Programme role</td></tr><tr><td>1</td><td>Belfast Region City Deal</td><td>Funding and oversight for this Programme and a funder of the UK Digital Twin Centre.</td></tr><tr><td>2</td><td>Innovate UK, a part of UKRI</td><td>Funder of the UK Digital Twin Centre.</td></tr></table>	#	Organisation	Programme role	1	Belfast Region City Deal	Funding and oversight for this Programme and a funder of the UK Digital Twin Centre.	2	Innovate UK, a part of UKRI	Funder of the UK Digital Twin Centre.		
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1	Belfast Region City Deal	Funding and oversight for this Programme and a funder of the UK Digital Twin Centre.										
2	Innovate UK, a part of UKRI	Funder of the UK Digital Twin Centre.										
Sponsor(s):	Not Applicable											
Challenge Owner(s):	Not Applicable											
Programme Industry Partner(s):	Not Applicable											
Programme Technology Partner(s):	Not Applicable											
Programme Investment Partner(s):	Not Applicable											
Consortium Applications:	An application from a Consortium is not permitted under this competition.											
Programme Benefits:	Successful Participants will receive: 1. Participation in a collaborative research and development Project focused on investigating the technical feasibility of a defined and reasonably novel digital twin use case. 2. Access to Digital Catapult’s digital twin and solution architecture expertise for the purpose of investigating the agreed research question.											

	3. A structured assessment of: • Existing technology, systems and data readiness. • Functional and technical requirements. • Potential architecture and integration approaches. • Relevant standards and interoperability requirements. • Technical risks, assumptions, constraints and dependencies. • Areas requiring further research, testing or development. 4. A company-specific technical findings report setting out the evidence considered, approaches investigated, conclusions reached and remaining uncertainties. 5. A proportionate high-level architecture or technical design direction, where supported by the research findings. This may include system boundaries, principal components, data flows, interfaces, integrations and relevant standards. The precise content will depend on the agreed research question, available evidence and what can reasonably be completed within the Project. 6. Strategic recommendations and a potential roadmap for further research, prototyping, development or investment. 7. Evidence to support a decision on whether the proposed use case is technically feasible and what would be required to progress it. 8. The opportunity to contribute to an agreed non-confidential use-case publication describing the research question, approach, findings and wider relevance. The Pathway does not include implementation, detailed solution design, software development or delivery of a prototype or production-ready digital twin. It does not guarantee that the proposed use case will be found technically feasible. <u>Participant's Collaborative Licence</u> 1. Digital Catapult will grant to the Participant a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the technical findings report for its own business purposes on an As-Is and Knowledge Assured basis only. 2. The Participant shall have the ability to sub-license the rights granted in paragraph 1 above for the purposes of having goods and services supplied to the Participant.
Digital Catapult's Collaborative Benefits:	Through each collaborative Project, Digital Catapult will receive: 1. A documented novel digital twin use case: A structured record of the challenge, proposed digital twin application, technical requirements, systems involved, data required, approaches considered and feasibility conclusion. This will add a new use case to UKDTC's internal digital twin knowledge base. 2. Completed technology-readiness evidence: Evidence showing the Participant's level of readiness across areas such as data availability, system integration, architecture, interoperability, standards, security and technical capability. Digital Catapult can compare this evidence with other projects to identify recurring readiness gaps and improve its assessment approach.

	3. A reusable technical output: Each Project must produce at least one non-confidential technical output that Digital Catapult can use again. Depending on the Project, this could be: a. a high-level reference architecture; b. a reusable system or data-flow pattern; c. a standards or interoperability mapping; d. a technical requirements structure; e. a technology-readiness assessment model; f. a test method or feasibility-assessment approach; or g. a documented technical constraint or design rule relevant to similar digital twin use cases. The specific reusable output will be agreed in the Project Collaboration Plan before work begins. 4. Evidence that improves UKDTC's Feasibility Study approach: A record of what the Project has confirmed, challenged or added to Digital Catapult's existing technical assessment methods. Each Project must provide something additional that has not already been established through previous UKDTC projects. 5. Rights to use the agreed non-confidential outputs: The right to retain, use and adapt the agreed non-confidential use case, technical-readiness evidence and reusable technical output within UKDTC's future research, technical activities and service development. 6. A publishable research output: An agreed non-confidential use-case publication explaining the technical question investigated, the general approach taken, the principal findings and the wider relevance. Sensitive company information will be removed, anonymised or presented in aggregated form. 7. A completed structured research record for a novel digital twin use case, including the research question, interview data, survey responses, barriers/enablers to adoption, design & development patterns, assumptions tested, evidence considered, assessment results and conclusions. 8. Participant expertise and validation: The committed time of the Participant's domain, data and technical specialists to provide evidence, explain the technical environment, test assumptions and validate the resulting outputs. <u>Digital Catapult's Collaborative Licence</u> Participants on the Programme will grant to Digital Catapult: (i) a (full) Non-Commercial Licence to use the Written research output with confidential information removed, Project Use Case, design & development patterns, generic technical architectures & data flows, averaged & anonymised readiness assessment scores, generic constraints for Exploitation; and
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	(ii) a licence to use the Interview transcripts, Workshop artefacts (maps, diagrams, textual notes), Survey responses, business domain information, detail of organisational barriers and enablers to digital twin adoption, design & development patterns, technical architectures, data flows, readiness assessment responses, technical constraints for its own internal, non-commercial purposes only.
Payment Basis:	Not Applicable.
Key Obligations:	• Enter into Digital Catapult's Collaborative Participation Agreement before delivery begins. • Have a defined business problem, agreed digital twin use case and appropriate internal stakeholder alignment before the Project starts. • Provide evidence of completing the UKDTC Opportunity Assessment Pathway or equivalent preparatory work or, where required, complete a readiness assessment before the Project starts. • Nominate the required business owner, domain specialists, technical SMEs, architects, data specialists, system owners and decision-makers, as appropriate to the Project. • Ensure that nominated personnel attend the agreed scoping, technical discovery, assessment, validation and final review sessions and complete agreed activities between sessions. • Provide timely access to the systems, technical environments, data, system information, architecture documentation, interface specifications, standards and other evidence required to investigate the use case. • Work jointly with Digital Catapult to define and investigate the technical uncertainty, test assumptions and validate findings. • Contribute to at least one agreed reusable, non-confidential technical output, such as an architecture pattern, data-flow pattern, standards mapping, technical requirements structure or feasibility-assessment method. • Contribute to an agreed non-confidential use-case publication and permit Digital Catapult to retain, use and adapt the agreed non-confidential outputs. • Review and validate Project outputs within the agreed timescales and participate in the final assessment of contributions, findings and potential exploitation routes. • Notify Digital Catapult promptly if any required staff, information, systems or access become unavailable. Digital Catapult may pause, rescope or terminate the Project where the Participant does not provide its agreed contributions or required access, the necessary preconditions are not met, or the activity is found to be routine or no longer sufficiently novel.
Minimum Requirements:	Applicants must:

	1. Be a UK-registered organisation or have an established UK place of business and undertake the Programme activity in the UK. 2. Applicants must address the specified pathway as identified by Digital Catapult												
Desirable Criteria:	Digital Catapult is particularly interested in Applicants that: 1. Can clearly explain the technical challenge and why it needs to be investigated. 2. Can describe the potential value of the proposed digital twin use case. 3. Can provide relevant technical evidence, data or system information to support the investigation. 4. Can demonstrate that the findings may be relevant to similar digital twin use cases or organisations. 5. Have a credible intention to use the findings to inform further research, development or investment.												
Key Dates:	<table border="1"> <thead> <tr> <th>Description</th><th>Date</th></tr> </thead> <tbody> <tr> <td>Competition Opens</td><td>Tuesday 29 September</td></tr> <tr> <td>Application Deadline</td><td>Tuesday 27 October</td></tr> <tr> <td>Intended confidential notification of all Applicants</td><td>November</td></tr> <tr> <td>Programme Start Date</td><td>Nov/Dec</td></tr> <tr> <td>Programme End Date</td><td>End March 2027</td></tr> </tbody> </table>	Description	Date	Competition Opens	Tuesday 29 September	Application Deadline	Tuesday 27 October	Intended confidential notification of all Applicants	November	Programme Start Date	Nov/Dec	Programme End Date	End March 2027
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Programme Start Date	Nov/Dec												
Programme End Date	End March 2027												
Programme Branding & Publicity Requirements:	Not Applicable.												
Recipient Judges:	Internal Judge(s): Internal Judges will see the full application, including the Applicant's company name and relevant company information. Access to personal information will be limited to what is required to administer and assess the Competition.												
Recipient Programme Partners:	Not Applicable.												
Number of Applications:	One												

Variants:	Not Applicable.
Submission Method:	Applications must be submitted through the online application form available on SimplyDo. Applications submitted through another method will not be accepted.
Programme Contact Address:	ukdigitaltwincentreteam@digicatapult.org.uk
Selection Process:	Applications will first be checked against the Minimum Requirements. Applications that do not meet all Minimum Requirements will not proceed. Qualifying applications will then be scored by the Programme Judges against the published Scoring Criteria. Digital Catapult may invite Applicants to a short clarification discussion to verify the proposed use case, technical uncertainty, available evidence, expected contribution or delivery capability. This discussion will not be separately scored. Generally, the highest-scoring Applicants will be selected. However, Digital Catapult may make final selections on a portfolio basis to avoid duplication, ensure each Project adds something new to UKDTC's technical evidence base, reflect available delivery capacity and achieve an appropriate range of use cases and technical questions.
Scoring Criteria:	Each qualifying application will be scored from 0 to 5 against the following criteria: 1. Novelty and Technical Uncertainty — 25% How clearly the Applicant demonstrates that the use case is novel, contains a genuine technical uncertainty and requires investigation rather than routine solution design. 2. Challenge and Potential Impact — 15% How clearly the Applicant defines the technical challenge, the relevance of a digital twin approach and the potential value of resolving the uncertainty. 3. Research Value to UKDTC — 25% The extent to which the Project can generate new technical evidence, validate or challenge existing assumptions and add something useful to UKDTC's knowledge and methods. 4. Contribution and Delivery Capability — 25% The Applicant's ability to provide appropriate staff, technical expertise, data, documentation, systems access and a contribution comparable to the value received. 5. Reuse and Publication Potential — 10% The potential to produce a reusable non-confidential technical output and a meaningful public use-case publication. Scoring Scale • 0 – Unacceptable: No relevant response or the criterion is not met. • 1 – Poor: Major weaknesses or significant concerns.

	2 – Weak: Some relevant evidence, but material gaps remain. 3 – Acceptable: The criterion is adequately addressed. 4 – Good: Strong and convincing evidence is provided. 5 – Excellent: Comprehensive and compelling evidence is provided. Scores will be multiplied by the stated weighting to produce a total score out of 100. The clarification discussion will not have a separate weighting.
State Assisted Programme:	Not Applicable.
State Assistance Amount:	Not Applicable.
Programme Collaboration Partner's Privacy Policy:	Not Applicable.
Data Controller:	Not Applicable.

Part 2 - Legal Terms

1. DIGITAL CATAPULT

- 1.1. Digital Catapult is a deep tech innovation organisation. We help businesses grow by applying deep tech. We partner with government, industry and academia to find solutions that benefit the UK. We show what is possible, positive and productive with advanced technology.

2. PROGRAMME OVERVIEW

2.1. Programme Description

- 2.1.1. The Programme is as described as the Programme Description.
- 2.1.2. The case for positive action (if applicable) is as defined in the Positive Action Justification.
- 2.1.3. The Applicant Groups (if applicable) summarise the different groupings (types) or tiers (receivable benefits) of Applicants in this Competition.
- 2.1.4. The Programme is jointly undertaken in accordance with the Co-Branded Programme (if any).

2.2. Programme Objectives

- 2.2.1. The Programme objectives are as described in the Programme Objectives.

2.3. Programme Judges

- 2.3.1. The Programme judges may be comprised of those as listed as Programme Judges.
- 2.3.2. The Independent Judge's name and company is available upon request.
- 2.3.3. During the application stage, the judges will be responsible for scoring the applications according to the process and criteria set out in these Competition Terms.

2.4. Programme Partners

2.4.1. The organisation(s) listed as Programme Partners (if any) are partnering with Digital Catapult to deliver the Programme.

3. DEFINITIONS & INTERPRETATION

3.1. The following definitions have the given meanings in these Competition Terms:

Applicant:	A company that applies to this Competition.
Applicant Group:	Where there are Applicant Groups, a single grouping of those Applicants as defined.
Participant:	A company that is successful with its application and completes all pre-Programme activities (e.g. signing the Programme Agreement).
Competition:	The opportunity made available by Digital Catapult to Applicants, as governed by the Competition Terms.
Competition Terms:	This document, as may be updated by Digital Catapult from time to time in its absolute discretion.
Programme:	The programme as described in the Programme Description (see paragraph 2.1).
Consortium:	A number of named companies working together for the purposes of applying to the Programme and, if successful, working on the Programme.
Consortium Members:	Each organisation named as a member of a Consortium within an application.
Lead Applicant:	The company submitting the application for and on behalf of the Consortium Members.
Key Contact:	Applicant's main contact for the competition and Participant's main contact for the Programme.
Privacy Policies	means Digital Catapult's privacy policy: https://www.digicatapult.org.uk/legal/privacy-policy/ and Programme Collaboration Partner's Privacy Policy (if applicable).
Programme Partners:	means Programme Collaboration Partners; Programme Funders; Sponsors; Challenge Owners; Programme Industry Partners; Programme Technology Partners; and Programme Investment Partners.
Key Details:	The first part of the Competition Terms titled "Part 1 - Key Details".

As-Is:	means materials are provided on an 'as is' basis, with no warranty, condition or representation of any kind made, given or to be implied as to the performance, reliability, functionality, sufficiency, accuracy, safety or fitness for purpose.
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Commercial Licence	a perpetual, non-exclusive, sub-licensable, irrevocable royalty free licence to all Intellectual Property in the Results to Digital Catapult for its commercial Exploitation on the Digital Twin Programme, subject to the Commercial Limitations.
Commercial Limitations:	1. To the extent that Intellectual Property is an invention and being prepared to be filed as a patent or is patent pending, and prior to any grant, withdrawal or refusal of a patent, Digital Catapult shall keep such Intellectual Property confidential by not publishing the Intellectual Property and only disclosing it to the extent necessary for its permitted use and under conditions of confidentiality. 2. To the extent that Intellectual Property is subject to a patent, Digital Catapult shall pay a reasonable fee for the use of such patent.
Digital Twin Programme:	Digital Catapult's programme of activities based around digital twin related technologies or their application.
Exploitation:	means any use or action. This includes to make, copy, modify, adapt, import, distribute, perform, publish and sell (except to the extent restricted in the licence).
Intellectual Property:	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Knowledge Assured:	means Participant has the power and authority to enter into the licence, and that it has no knowledge, having made reasonable enquiries of its representatives working on the Programme, but with no obligation to search any public register, that the use of such Intellectual Property would infringe a third party's rights.
Non-Commercial Licence:	a perpetual, non-exclusive, sub-licensable, irrevocable royalty free licence to all Intellectual Property in the reports and other materials disclosed by Participant on the Programme, for non-commercial Exploration purposes, subject to the Non-Commercial Limitations.
Non-Commercial Limitations:	To the extent that Intellectual Property is an invention and being prepared to be filed as a patent or is patent pending, and prior to any grant, withdrawal or refusal of a patent, Digital Catapult shall keep such Intellectual Property confidential by not publishing the Intellectual Property and only disclosing it to the extent necessary for its permitted use and under conditions of confidentiality.
Results:	anything created or generated on the Programme by Participant.

3.2. The following interpretations shall apply to these Competition Terms:

3.2.1. Clause headings shall not affect the interpretation of this Agreement

3.2.2. A reference to a company shall include any company, corporation, or other body corporate, wherever and however, incorporated or established (unless otherwise stated) and specifically excludes all natural persons and unincorporated bodies.

3.2.3. Where a company makes an application on behalf of a Consortium, each member of that Consortium shall be considered an Applicant.

3.2.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular

3.2.5. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed so as not to limit the generality of any words or expressions in connection with which it is used.

4. CONSORTIA

- 4.1. An application from a Consortium is permitted, or prohibited, as detailed in Consortium Applications.
- 4.2. If applications from consortia are permitted, in making the application, the Lead Applicant is responsible for obtaining all necessary permissions and approvals to submit the application for and on behalf of each of the other Consortium Members, and the Lead Applicant warrants that it has all such permissions, consents and approvals to submit the application pursuant to these Competition Terms.

5. PROGRAMME BENEFITS

- 5.1. Participants on the Programme will receive the Programme Benefits. Where there are Applicant Groups, then the Programme Benefits will indicate which benefits apply to each Applicant Group.
- 5.2. Participants will generally own the intellectual property that they create on the Programme, subject to the extent (if any) explicitly stated in (i) Key Obligations and (ii) Digital Catapult's Collaborative Benefits.
- 5.3. Upon successful completion of the Programme, Participants may join the Digital Catapult Alumni Network, which keeps them informed of opportunities and relevant updates from Digital Catapult, and which provides additional opportunities to engage with Digital Catapult and other alumni.
- 5.4. If Digital Catapult is collaborating with the Participant, Digital Catapult anticipates that it will gain Digital Catapult's Collaborative Benefits as its benefit from undertaking the collaborative activity.

6. PROGRAMME OBLIGATIONS

6.1. Participants must be willing to commit to the Key Obligations.

6.2. Participants must also, and hereby confirm that they:-

6.2.1. EDI

- 6.2.1.1. shall complete the Digital Catapult's EDI Survey (please note each question will have a “prefer not to say” option).

6.2.2. Branding & Publicity

- 6.2.2.1. agree to be visibly (name and logo) associated with the Programme, whilst on the Programme, and afterwards as a former participant and beneficiary. This includes in marketing collateral, such as website, print, socials and digital materials, grant impact reports, case studies and grant administration.
- 6.2.2.2. have obtained from and grant permission for their representatives to be visually and orally recorded whilst on the Programme, including in photographs and videos, whilst at Digital Catapult Programme events, including pitch days and

showcases, to promote or reference the Programme, or the Participant's involvement therein.

6.2.2.3. agree to any additional Programme Branding & Publicity Requirements.

6.2.3. Exploitation

6.2.3.1. during the Programme, and for a period of five years following the Programme, shall use its reasonable endeavours to exploit the outputs of the Programme within the UK and/or internationally from the UK.

6.2.4. Impact Reporting

6.2.4.1. during the Programme, and for a period of five years following the Programme, shall use its reasonable endeavours to answer specific questions from Digital Catapult (and its representatives) relating to its growth and progress to assist Catapult demonstrate the impact of its activities. This shall include: (i) an initial onboarding form at the commencement of the Programme, (ii) an onboarding form at the end of the Programme, and (iii) monitoring forms six (6) and twelve (12) months' after the Programme ends.

7. PAYMENT BASIS

7.1. Where funding is being made available as a Programme Benefit, the applicable payment terms apply:

7.1.1. where the Payment Basis is "Completion Basis":

7.1.1.1. payment of cash funding by Digital Catapult will be paid to the relevant Participant within thirty (30) days of invoice upon successful completion of the Programme, including any deliverables, reporting and attendance/participation at any events (as documented to the extent applicable).

7.1.2. where the Payment Basis is "Milestone Basis":

7.1.2.1. payment of cash funding by Digital Catapult will be paid to the relevant Participant within thirty (30) days of invoice upon successful completion of each payment milestone.

7.1.3. where the Payment Basis is "Eligible Costs Basis":

7.1.3.1. payment of cash funding will be paid by Digital Catapult within thirty (30) days of Digital Catapult's receipt of a successful claim from the Programme Collaboration Partner and/or Programme Funder (as applicable) relating to the Participant's claim. Such claim will be for promptly evidenced eligible costs, using the Participant's standard quarterly claims model with the relevant Programme Collaboration Partner and/or Programme Funder (full economic costing and eligible costs as defined by UK Research and Innovation (UKRI), or otherwise made on the Participant's standard basis with Innovate UK (IUK).

8. APPLICANTS

8.1. Minimum Requirements

8.1.1. Applicants must, and hereby confirm that they, meet the Minimum Requirements. Digital Catapult may refuse entry to the Programme, or terminate participation in the Programme, if it determines that the Minimum Requirements are not met by the Applicant (or Participant).

8.2. Desirable Criteria

8.2.1. Digital Catapult is ideally seeking Applications from companies that meet the Desirable Criteria.

9. KEY DATES

9.1. The Key Dates set out the key dates for the competition.

10. THE APPLICATION

10.1. **Submission**

- 10.1.1. All applications must be submitted via the Submission Method by Application Deadline. Unless and to the extent stated in the Application Deadline, the deadline will be deemed to be 23:59 hours in the prevailing civil time zone in the United Kingdom.
- 10.1.2. Once your completed application has been received, Digital Catapult will send you a confirmation receipt by email. If you do not get a receipt within twenty four (24) hours of the next working day, please email us at Programme Contact Address.
- 10.1.3. Applications are limited to Number of Applications for the Competition. If variants are permitted, it will be detailed in Variants. Submitting more applications or variants than permitted can lead to disqualification at Digital Catapult's absolute discretion.

10.2. **Contents**

- 10.2.1. Applicants must answer all required questions in the full online application form. Failure to answer all questions may result in the application being rejected (at Digital Catapult's absolute discretion).

10.3. **Recipients**

10.3.1. The following will see your application:

- 10.3.1.1. **Digital Catapult:** Relevant representatives from Digital Catapult will see your application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme.
- 10.3.1.2. **Programme Collaboration Funder(s):** Relevant representatives from each of the Programme Collaboration Funder(s) will see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.
- 10.3.1.3. **Programme Funder(s):** Relevant representatives from each of the Programme Funders will see your full application in order to assess the application, and otherwise in the administration of your application and, if successful, participation in the Programme. This includes enabling it to undertake programme evaluation and its (other) statutory duties.
- 10.3.1.4. **Programme Judges:** see Recipient Judges. Note: Even if personal information fields from the application are not disclosed, if there is a presentation stage as part of the application process, names of companies and presenters will be disclosed to Programme Judges (if applicable).

10.3.2. Participants will also have their application shared with the Recipient Programme Partners in order to provide bespoke support during the Programme.

10.4. **Key contact**

- 10.4.1. Applicant will appoint a Key Contact. This person will be Digital Catapult's main point of contact for the competition and, if successful, Applicant's Programme activities, including: workshop and event commitments, team members' availability, ongoing activities, and assessment of progress during and after the Programme.
- 10.4.2. Digital Catapult will use this personal information for the purpose of carrying out due diligence on Applicants prior to the point of selection onto the Programme and to notify successful and unsuccessful Applicants over their submissions. The personal data we

collect may be shared with and processed by the Recipients (see paragraph 10.3), including: (i) Programme Collaboration Partner(s) and Programme Funder(s) for grant administration purposes, programme evaluation, and to perform its statutory duties (ii) Recipient Judges for the purpose of assessing the Applications; and (iii) Recipient Programme Partners and other third party service providers for the provision of benefits to the Participants as part of the Programme, as set out in these Competition Terms.

10.5. **Digital Catapult's Equality, Diversity and Inclusion Survey**

10.5.1. In addition to your application, you will be required to complete Digital Catapult's Equality, Diversity and Inclusion Survey ('Survey'). Whilst the completion of this Survey is mandatory, please note that your responses to this Survey will be kept separately from your application and will have no effect whatsoever on your application to the Programme, except in the event it is a Positive Action programme (see paragraph 10.6.10.6, Positive Action), when you must complete the survey to the extent needed to qualify for the minimum criteria under the Minimum Requirements (see paragraph 8.18.1, Minimum Requirements), assessed at the qualification stage (see paragraph 11.1).

10.5.2. Digital Catapult (as the Data Controller) will collect and process your personal data, including the following special category data to help Digital Catapult improve its services in respect of equality, diversity and inclusion:

- 10.5.2.1. Racial and/or ethnic origin;
- 10.5.2.2. Sexual orientation;
- 10.5.2.3. Health (including disability); and
- 10.5.2.4. Religious and/or philosophical beliefs.

10.5.3. The data collected and processed may be shared with relevant third parties and/or published but only in an aggregated form, which means you (and your representatives) will not be personally identifiable.

10.5.4. Your personal data will be kept for 15 months from the time you respond to the Survey.

10.5.5. Please note you are responsible for the accuracy of the data you share with Digital Catapult and you agree to inform us if your data needs to be updated.

10.5.6. For more information on Digital Catapult's collection, use and protection of your personal data and your rights in regards to your personal data, please see Digital Catapult's privacy policy, as listed in Privacy Policies. If you have specific queries on our use of your Survey data, please contact us at edisurvey@digicatapult.org.uk.

10.6. **Positive Action**

10.6.1. The Equality Act prohibits various forms of discrimination on the grounds of certain protected characteristics in the marketing and provision of goods, services and facilities. However, the Equality Act contains provisions which enable service providers to voluntarily take proportionate action to achieve more comprehensive and more effective equality outcomes for individuals sharing a particular protected characteristic who are socially or economically disadvantaged or excluded, or who otherwise face the consequences of past or present discrimination or disadvantage. This is called Positive Action. Positive Action may result in less favourable treatment of those who do not share the protected characteristic(s) of the disadvantaged group. Where Digital Catapult has provided a Positive Action Justification, it has assessed the Programme for compliance and has satisfied itself that the action is both reasonable and proportionate and will reflect on the Programme outcomes to inform its future activities.

11. **SELECTION**

11.1. **Qualification**

- 11.1.1. The Catapult will undertake an initial assessment of the Applicants against the Minimum Requirements, and may remove any that do not meet that minimum expectation.

11.2. **Selection process**

- 11.2.1. All qualifying applications will be reviewed in accordance with the Selection Process.

11.3. **Application Scoring criteria and weighting**

- 11.3.1. The scoring criteria and weightings for each part of the Selection Process is as set out in the Scoring Criteria. However, Participants will be selected on a portfolio basis to ensure the Programme is able to deliver consistent support and activities that provide value to all Participants whilst endeavouring to maximise the impact of the Programme.

11.4. **Due diligence**

- 11.4.1. We will carry out due diligence on applicants prior to the point of selection onto the Programme. Applicants must be willing to submit further information or documentation upon request to qualify as 'successful'.

11.5. **Successful applicants**

- 11.5.1. Successful applicants will be notified and provided with a standard agreement for review and execution ("**Programme Agreement**").
- 11.5.2. The Programme Agreement is a standard agreement and is not negotiable. We do try and ensure these contracts are fair and reasonable.
- 11.5.3. In some cases, additional conditions may be added to address concerns raised in due diligence or otherwise.
- 11.5.4. In order to be accepted onto the Programme, successful applicants must sign the Programme Agreement.

12. STATE ASSISTANCE

- 12.1. Where State Assistance is applicable, as detailed in State Assisted Programme, Participants shall receive the grant as Minimal Financial Assistance ("MFA"), or to the extent applicable under the Northern Ireland Protocol, as amended by the Windsor Framework, the de minimis aid regulations (COMMISSION REGULATION (EU) No 2023/2831) ("DMA"), collectively referred to herein as "State Assistance".
- 12.2. Where State Assistance is applicable, only Participants that are located or directly operate in Northern Ireland and which either (i) manufacture or trade in goods with the EU, or (ii) produce electricity for the island of Ireland's single electricity market, will fall under DMA. Otherwise Participants will fall under MFA.
- 12.3. The total State Assistance received or due to be received by an individual Participant (including any associated companies e.g. subsidiaries), originating from a United Kingdom source, must not exceed:
 - 12.3.1. £315,000 for MFA, or
 - 12.3.2. €300,000 (approximately £250,000) for DMA
 in each case in aggregate across the Participant's current fiscal year (as at the Agreement Date) and the previous two fiscal years.
- 12.4. This Programme has been assessed as providing the State Assistance Amount.
- 12.5. Before signing the Programme Agreement, Applicants will therefore be asked to sign a declaration confirming that you are eligible to receive the State Assistance and to confirm whether it is MFA or DMA.

13. OTHER GENERAL COMPETITION TERMS

13.1. **Benefits**

- 13.1.1. All the benefits provided under the Programme by third-party organisations (“**Suppliers**”) are subject to the Supplier’s terms and conditions stated in the Programme Agreement.
- 13.1.2. Any optional benefits provided by third party organisations whose terms and conditions are not contained in the Programme Agreement will be agreed between the Participant and the Supplier directly.
- 13.1.3. Digital Catapult reserves the right to amend the list of benefits at any time and at its sole discretion.

13.2. **Accessibility**

- 13.2.1. We aim to make all of our programmes accessible. We welcome feedback as to how we may be able to improve the accessibility of our programmes in the future. If you have any feedback with regards to accessibility, please send your feedback by email to: edisurvey@digicatapult.org.uk. Your feedback may be used by us in our programmes and activities.

13.3. **Key Dates**

- 13.3.1. Digital Catapult reserves the right to change the Key Dates at its sole discretion. No extension to deadlines will usually be granted, with very limited exceptions where the Applicant requests an extension due to reasonable extenuating circumstances, beyond the Applicant’s control and unforeseen to them, subject to the Applicant providing evidence that proves the extenuating circumstance; and the Applicant informing Digital Catapult as soon as reasonably practicable following the extenuating circumstance becoming apparent. Digital Catapult reserves the right to consider the factors and decide whether such circumstances are extenuating and whether granting an extension is fair to other applicants. No extension granted will usually be for greater than two working days.

13.4. **Applications**

- 13.4.1. All information and documents requested must be submitted. Failure to submit all requested information and documents may result in the application being rejected. Catapult will not use outside information in respect of your application unless otherwise indicated, other than to undertake due diligence. Digital Catapult reserves the right to not work with people or an organisation which it believes could impact its reputation.
- 13.4.2. Digital Catapult reserves the right to accept any application which does not fulfil the minimum requirements.

13.5. **Previous Applications**

- 13.5.1. Catapult reserves the right to either (i) reassess an application from a previous competition (together with information gained from an update meeting), or (ii) accept as a successful applicant a company that was previously successful in a previous competition, but whose participation was deferred to a later Programme.

13.6. **Personal Data**

- 13.6.1. Digital Catapult and each of the other Data Controllers (each, a party) are partnering on this programme, and each is individually (not jointly) a Controller for the purposes of the Data Protection Act 2018 and the UK GDPR. Each party is individually responsible to you for how that party respectively stores, uses and processes your personal data in accordance with that its own privacy policy. Each party is not responsible to you for the other party’s storage, use or processing of your data. Actions taken by one party (e.g. deleting personal data) will be independent of the other party. If you need to make a data request, please make such request directly to the relevant party.
- 13.6.2. In submitting the Application, the Applicant confirms that it has made the Key Contact and any other person whose personal data has been submitted, aware of, and has the lawful grounds to enable each Controller (including its processors) to, process the

personal information of the Key Contact (and any other person named in the Application and open call process) as set out in these Competition Terms and in accordance with the relevant Privacy Policies.

13.7. **Programme Agreement**

13.7.1. Digital Catapult reserves the right to make amendments to the Programme Agreement it issues up until the point of execution by both parties.

13.8. **Participant Programmes**

13.8.1. Digital Catapult reserves the right to offer Participants access to its Participant Programmes, such as its Platinum Awards and investment programme.

13.9. **Data Retention**

13.9.1. Digital Catapult may store your application and the scoring it has received for the entire duration of the Programme, or up to seven (7) years after the application closing date, whichever the greater. If you are a successful Applicant, we shall also store your Application (and related documents) for a period of up to eleven (11) years following the end of the Programme. For administration purposes, contracts (and related documents) may be stored for up to seven (7) years, contracts (and related documents) providing State Assistance for up to eleven (11) years, and deeds (and related documents) for up to thirteen (13) years from the end of the Programme.

13.10. **Confidentiality**

13.10.1. The information provided in your Application will be kept confidential and only used and disclosed as reasonably necessary for the purpose of assessing Applications, and, if admitted onto the Programme, for working with you in the Programme. This may include with our Recipient Programme Partners as indicated above.

13.10.2. For practical reasons, NDAs will not be signed by Digital Catapult or the Recipient Programme Partners as part of this Programme Competition. The activities we provide can only be achieved through trust of the tech community. It is therefore not in our interest to release your sensitive information. Confidentiality provisions are included in the Programme Agreement.

13.10.3. The scoring of your Application will be treated as sensitive information.

13.10.4. As your Application will be transmitted over the Internet, ultimately Digital Catapult cannot guarantee its security.

13.11. **Intellectual Property**

13.11.1. We respect the intellectual property of others and we ask our Applicants to do the same.

13.11.2. In submitting the Application, you promise that you have and continue to have all necessary rights, licenses, permissions and consent to provide the content in your application to us, and for Catapult to use the Application as we have set out.

13.11.3. We will not remove from Applications any proprietary labels or copyright assertions

13.12. **Disclaimers, Exclusions & Limitations**

13.12.1. We accept no liability for any consequences, whether direct or indirect, that may arise from your participation in the Programme Competition, your reliance on any statements we may have made about your application, the Programme, or its suspension or withdrawal.

13.12.2. In any case, to the extent permitted under law, Digital Catapult's liability shall be limited to one hundred (£100) pounds.

13.13. **Entire Agreement**

13.13.1. These Competition Terms constitute the entire agreement between Digital Catapult and the Applicant and extinguish all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to the subject matter of these Competition Terms.

13.14. **Jurisdiction**

13.14.1. The Programme Competition is governed by English law and the Applicant agrees that any dispute shall be exclusively resolved in the English courts.